



**WHEREAS**, Mortgagor now intends to add an additional tract of land to the Land (as that term is defined in the Mortgage) for the purpose of providing additional collateral to secure the payment of the indebtedness described in the Mortgage.

**NOW THEREFORE**, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrowers and Mortgagee agree as follows:

1. Exhibit A to the Mortgage is hereby amended by adding thereto the description of real property contained on Schedule A hereto (such described real property being hereinafter referred to as the "Additional Land"). The term "Land" as defined in the Mortgage is hereby amended to include the Additional Land.

2. To further effect the foregoing, Mortgagor does hereby MORTGAGE, GRANT, BARGAIN, SELL, CONVEY, TRANSFER, ALIEN, ASSIGN and SET OVER to Mortgagee, as security for the payment and performance of the Secured Indebtedness (as defined in the Mortgage), the Additional Land, together with all appurtenances and rights thereto and all improvements thereon, to the same extent as given with respect to all other Property (as defined in the Mortgage) under the Mortgage, with all covenants, representations and warranties as to such property as are given with respect to all other Property under the Mortgage; TO HAVE AND TO HOLD the Additional Land and all rights, estates, powers, benefits, interests and privileges appurtenant thereto of every kind and character which Mortgagor now has or hereafter acquires in, to or for the benefit of the Additional Land and all other property and rights used or useful in connection with the therewith, unto Mortgagee, and Mortgagee's successors and assigns, forever.

3. It is the intent of Mortgagor that the Mortgage be construed in every sense as though the Additional Land was originally described in the Mortgage, and each and every other term and provision of the Mortgage should be applicable thereto as though the Additional Land had been originally described therein.

4. Except as expressly modified or amended herein, all of the terms and conditions of the Mortgage shall remain in full force and effect and are hereby ratified, affirmed, and approved.

5. Mortgagor represents and warrants that it has no defenses, claims, or rights of setoff under the Mortgage as of the date hereof and agrees that this Agreement is not to be construed as affecting the priority of the Mortgage with respect to the other Property (as defined in the Mortgage).


6. This Agreement shall be binding upon Mortgagor and shall inure to the benefit of Mortgagee and its successors and assigns.

[SIGNATURES ON FOLLOWING PAGES]

**IN WITNESS WHEREOF**, the parties have caused this instrument to be executed, delivered and sealed by their duly authorized representatives as of day and year first above written.

**MORTGAGOR:**

SDH BIRMINGHAM LLC,  
a Georgia limited liability company

By:   
Name: Nicholas K. Isbell  
Title: Senior Financial Analyst

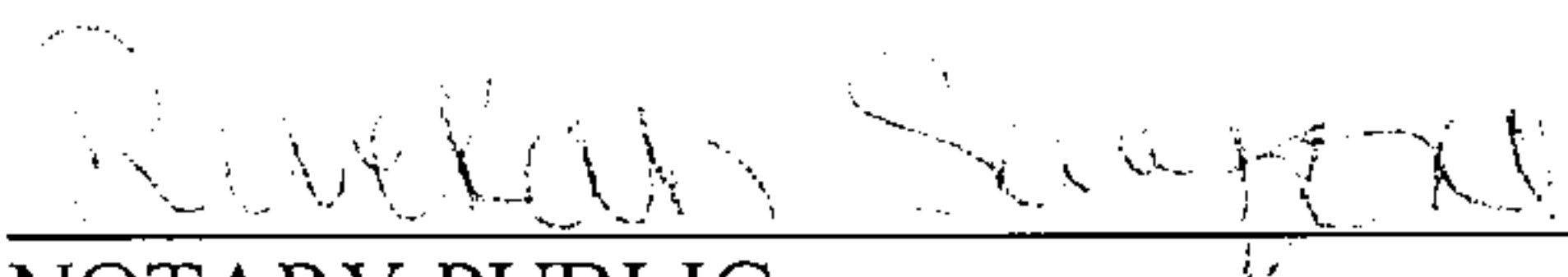
Mortgagor's Address for Notices:  
110 Village Trail, Suite 215  
Woodstock, Georgia 30188  
Attention: Wendy G. Evans

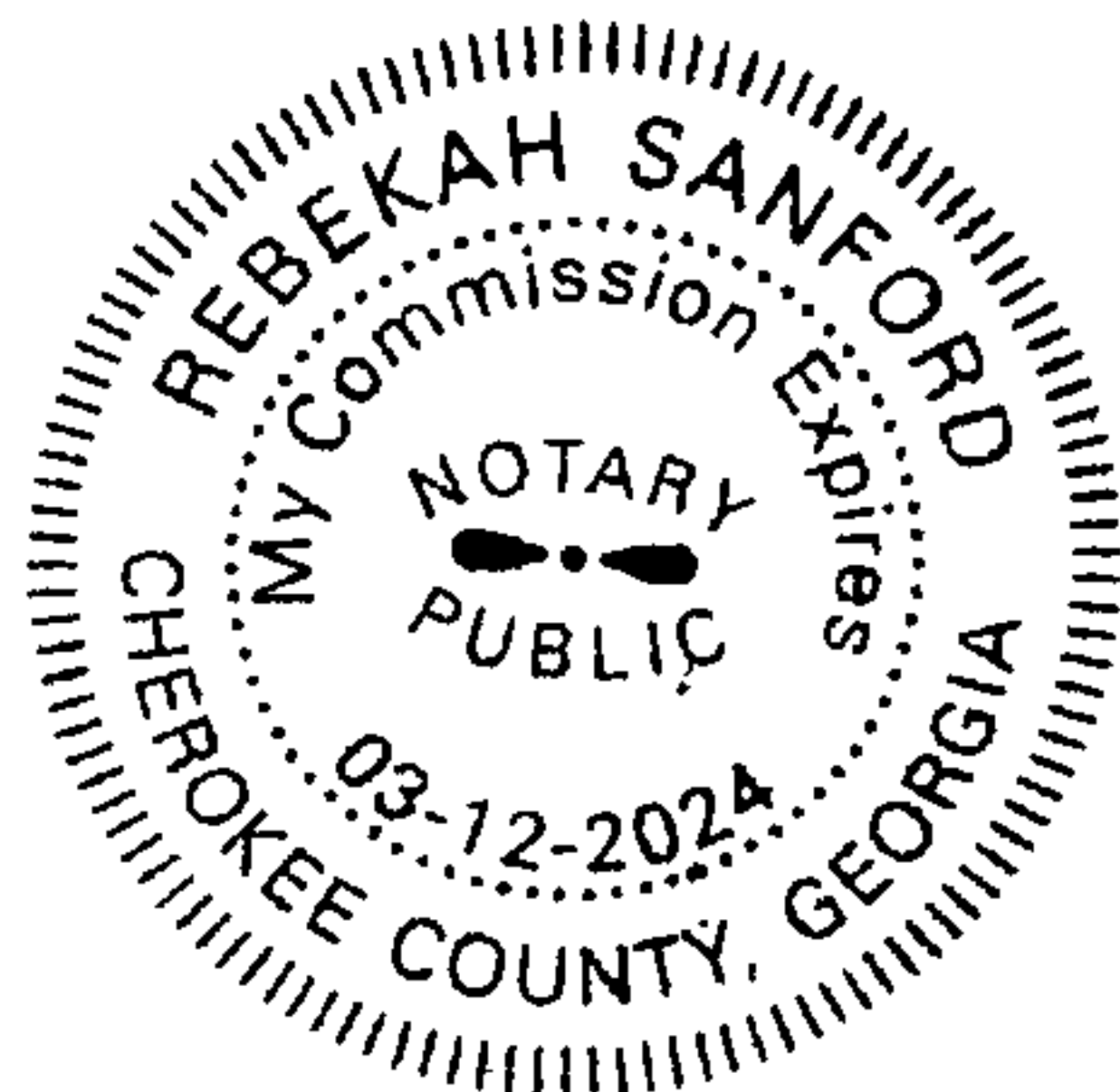
STATE OF GEORGIA )  
 )  
COUNTY OF Cherokee )

I, the undersigned Notary Public in and for said County, in said State, hereby certify that **Nicholas K. Isbell** as **Senior Financial Analyst of SDH Birmingham LLC**, a Georgia limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he as such officer and with full authority, executed the same for and as the act of said limited liability company.

Given under my hand and official seal this 17<sup>th</sup> day of July, 2021.

[NOTARIAL SEAL]

  
NOTARY PUBLIC  
My Commission Expires: 3/12/24



**SCHEDULE A**

**Legal Description of the Additional Land**

**Lots 303, 304, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331 and 351, according to the Survey of Springs Crossing Sector 3, Phase 1, as recorded in Map Book 54, Page 3, in the Probate Office of Shelby County, Alabama.**



MIKE BOWLING

JUDGE OF PROBATE  
ST. CLAIR COUNTY

AMANDA J. FREE  
CHIEF CLERK

PELL CITY, ALABAMA 35125  
(205) 338-2774  
FAX (205) 884-0086

20210816000398590 08/16/2021 02:58:49 PM MORTAMEN 5/7

**CERTIFICATE FOR PAYMENT OF MORTGAGE TAX**

TO: Judge of Probate  
\_\_\_\_\_ COUNTY

I, the undersigned, do hereby certify that the following mortgage recording taxes were paid in this office:

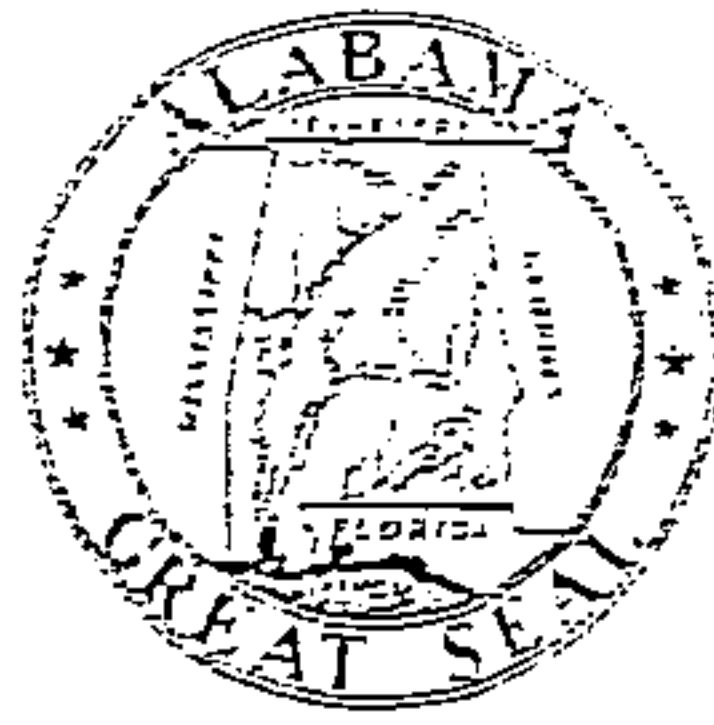
Total Collected: (100%) \$12,000.00  
Recording: Recorded June 7, 2019  
Mortgage Vol. 2019 Page 19855

Mortgagor: SDH BIRMINGHAM LLC  
Mortgagee: Regions Bank  
Loan Amount: \$8,000,000.00  
Dated: May 31, 2019

Mike Bowling,  
Judge of Probate  
MB/HW

For Distribution: \_\_\_\_\_% of property in St. Clair County and \_\_\_\_\_% is in  
Shelby County and \_\_\_\_\_% is in Talladega County.





MIKE BOWLING

JUDGE OF PROBATE  
ST. CLAIR COUNTY

AMANDA J. FREE  
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PELL CITY, ALABAMA 35125  
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20210816000398590 08/16/2021 02:58:49 PM MORTAMEN 6/7

**CERTIFICATE FOR PAYMENT OF MORTGAGE TAX**

TO: Judge of Probate  
\_\_\_\_\_ COUNTY

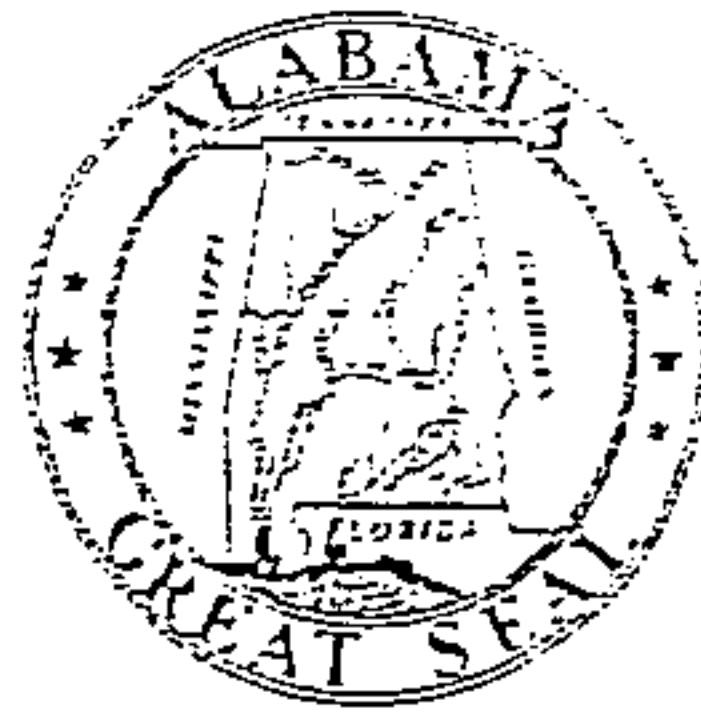
I, the undersigned, do hereby certify that the following mortgage recording taxes were paid in this office:

Total Collected: (100%) \$12,000.00  
Recording: Recorded September 5, 2019  
Mortgage Vol. 2019 Page 33842

Mortgagor: SDH BIRMINGHAM LLC  
Mortgagee: Regions Bank  
Loan Amount: \$8,000,000.00  
Dated: August 20, 2019

Mike Bowling,  
Judge of Probate  
MB/HW

For Distribution: \_\_\_\_\_% of property in St. Clair County and \_\_\_\_\_% is in  
Shelby County and \_\_\_\_\_% is in Talladega County.



MIKE BOWLING

JUDGE OF PROBATE  
ST. CLAIR COUNTY

AMANDA J. FREE  
CHIEF CLERK

PELL CITY, ALABAMA 35125  
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**CERTIFICATE FOR PAYMENT OF MORTGAGE TAX**

TO: Judge of Probate  
\_\_\_\_\_ COUNTY

I, the undersigned, do hereby certify that the following mortgage recording taxes were paid in this office:

Total Collected: (100%) \$6,000.00  
Recording: Recorded March 24, 2020  
Mortgage Vol. 2020 Page 11927

Mortgagor: SDH BIRMINGHAM LLC  
Mortgagee: Regions Bank  
Loan Amount: \$4,000,000.00  
Dated: March 6, 2020

Mike Bowling,  
Judge of Probate  
MB/HW



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
08/16/2021 02:58:49 PM  
\$43.00 CHERRY  
20210816000398590

*Allie S. Bayl*

For Distribution: \_\_\_\_\_% of property in St. Clair County and \_\_\_\_\_% is in  
Shelby County and \_\_\_\_\_% is in Talladega County.